

1 Title 5. EDUCATION

2 Division 1. State Department of Education

3 Chapter 2. Pupils

4 Subchapter 4. Statewide Testing of Pupils and Evaluation Proceedings

5
6 *Add Article 5 and Sections 1068 – 1074 to read:*

7 **Article 5. Alternative Schools Accountability Model Pre-Post Assessments**

8 **§ 1068. Application of this Article.**

9 This article shall only apply to schools that are registered in the Alternative Schools
10 Accountability Model (ASAM) and have chosen to adopt a pre-post assessment instrument as an indicator
11 for use in the ASAM.

12 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code.

13 **§ 1069. Definitions.**

14 For the purposes of this article, the following definitions apply:

15 (a) “Pre-post assessment instrument” is an assessment instrument available for adoption as an
16 indicator of achievement by schools in the ASAM.

17 (b) “Pre-test” is an initial assessment given no later than 20 instructional days following the
18 pupil’s first day of enrollment in the ASAM school.

19 (c) “Post-test” is an assessment given after a minimum of 30 days of instruction following the
20 administration of the pre-test.

21 (d) “ASAM test site coordinator” means the ASAM school principal or other district employee
22 designated by the district superintendent to oversee the acquisition, and the secure distribution,
23 administration, scoring, and reporting of a pre-post assessment instrument at the school site.

24 (e) “Test Administrator” means a certificated employee or paraprofessional employee of a school
25 district trained in the administration of a pre-post assessment instrument by the ASAM test site
26 coordinator.

27 (f) “Long-term student” is a student who has been continuously enrolled in the ASAM school for
28 a minimum of 90 consecutive school days during the school year.

29 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code

30 **§ 1070. Administration of Pre-Post Assessment Instrument.**

31 (a) In order to yield reliable and valid results, each pre-post assessment instrument shall be
32 administered in accordance with directions provided in the publisher’s assessment administration manual.

1 **(b) The school’s ASAM test site coordinator shall oversee the administration of all pre-post**
2 **assessment instruments to ensure adherence to the directions provided in the publisher’s assessment**
3 **administration manual.**

4 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education
5 Code.

6 **§ 1071. Test Administrator Eligibility.**

7 Any certificated employee of a school district trained in the administration of the pre-post
8 assessment instrument may administer the assessment. Trained paraprofessional employees of the district
9 may administer the pre-post assessment instrument under the direct supervision of a trained certificated
10 employee.

11 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code.

12 **§ 1072. Security and Storage Requirements.**

13 (a) To ensure security of the pre-post assessment instruments, all ASAM assessment test site
14 coordinators (coordinators) shall sign the ASAM Pre-Post Assessment Security Agreement as set forth in
15 subdivision (b).

16 (b) The ASAM Pre-Post Assessment Security Agreement shall be as follows:

17 ASAM PRE-POST ASSESSMENT SECURITY AGREEMENT

18 The coordinator acknowledges by his or her signature on this form that the ASAM pre-post
19 assessment instruments are secure assessments and agrees to each of the following conditions to ensure
20 test security:

21 (1) The coordinator will take all necessary precautions to safeguard all pre-post assessment
22 instruments and assessment materials by limiting access to persons within the school district with a
23 responsible, professional interest in the assessment instruments’ security.

24 (2) The coordinator will keep on file the names of persons having access to pre-post assessment
25 instruments and assessment materials. All persons having access to the materials shall be required by the
26 coordinator to sign the ASAM Pre-Post Assessment Security Affidavit that will be kept on file in the
27 school and school district office.

28 (3) The coordinator will keep the pre-post assessment instruments and assessment materials in a
29 secure, locked location at the school site, limiting access to only those persons responsible for assessment
30 security, except on actual administration dates.

31 (4) The coordinator will be responsible for ensuring the security of all scoring activities whether
32 done at the school site, the district office, or by an external contractor.

33 By signing my name to this document, I am assuring that I and anyone having access to the pre-
34 post assessment instruments will sign a security affidavit.

1 By: _____

2 Title: _____

3 School: _____

4 School District: _____

5 Date: _____

6 (c) All persons having access to the ASAM pre-post assessment instruments, including but not
7 limited to the coordinator and test administrators, shall acknowledge the limited purpose of their access to
8 the assessment instruments by signing the ASAM Pre-Post Assessment Security Affidavit set forth in
9 subdivision (d).

10 (d) The ASAM Pre-Post Test Security Affidavit shall be as follows:

11 ASAM PRE-POST ASSESSMENT SECURITY AFFIDAVIT

12 I acknowledge that I will have access to the ASAM pre-post assessment instruments for the
13 purpose of administering or scoring the assessments. I understand that these materials are highly secure,
14 and it is my professional responsibility to protect their security as follows:

15 (1) I will not divulge the contents of the pre-post assessment instruments to any other person.

16 (2) I will not copy any part of the pre-post assessment instruments or assessment materials.

17 (3) I will keep the pre-post assessment instruments secure until the assessments are actually
18 distributed to pupils or, in the case of computer-administered assessments, the pupils actually log on to
19 begin the assessments.

20 (4) I will limit pupils' access to the pre-post assessment instruments and assessment materials to
21 the actual testing periods.

22 (5) I will not permit pupils to remove pre-post assessment instruments and assessment materials
23 from the room where testing takes place.

24 (6) I will not disclose, or allow to be disclosed, the contents of, or the scoring keys to, the pre-
25 post assessment instruments.

26 (7) I will return all pre-post assessment instruments and assessment materials to the designated
27 coordinator upon completion of the assessment administration.

28 (8) I will not interfere with the independent work of any pupil taking a pre-post assessment and I
29 will not compromise the security of the assessment instrument by means including, but not limited to:

30 (A) Providing pupils with access to pre-post assessment questions prior to administration of the
31 assessment instrument.

32 (B) Copying, reproducing, transmitting, distributing or using in any manner inconsistent with test
33 security all or any portion of any secure pre-post assessment instrument.

34 (C) Coaching pupils during administration of the assessment instrument or altering or interfering

1 with the pupils' responses in any way.

2 (D) Making answer keys available to pupils.

3 (E) Failing to follow security rules for distribution and return of secure pre-post assessment
4 instruments as directed, or failing to account for all secure pre-post assessment instruments and
5 assessment materials before, during, and after their administration.

6 (F) Failing to follow administration directions specified in the publisher's assessment
7 administration manual.

8 (G) Participating in, directing, aiding, counseling, assisting in, or encouraging any of the acts
9 prohibited in this section.

10 Signed:

11 Print Name:

12 Position:

13 School:

14 School District:

15 Date:

16 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code.

17 **§ 1073. Scoring.**

18 All pre-post assessment instruments scored at the school site or district office shall be scored
19 under the supervision of the coordinator. The coordinator will monitor the contract for any scoring
20 activities carried out by an external contractor. All scoring shall be done following the instructions and
21 using the answer keys provided by the publisher of the specific pre-post assessment instrument.

22 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code.

23 **§ 1074. Reporting.**

24 School districts that have adopted a pre-post assessment instrument as an indicator of
25 achievement for an ASAM school shall submit the following information for each long-term student
26 enrolled in the school. The information shall be submitted in a format provided by the California
27 Department of Education.

28 (a) Local student Identification number (as available).

29 (b) Test name and form.

30 (c) Dates pre-post assessment instruments were administered.

31 (d) Scores on each assessment instrument.

32 (e) Student demographics:

33 (1) Date of birth.

34 (2) Grade level.

1 (3) Gender.
2 (4) Language fluency and home language.
3 (5) Special program participation.
4 (6) Testing adaptations or accommodations.
5 (7) Amount of time in school district and in California public schools.
6 (8) Ethnicity.
7 (9) Parent education level.
8 (10) Handicapping condition or disability.
9 This information is for the purpose of aggregate analyses only.
10 Districts shall submit the ASAM pre-post assessment instrument results to CDE or its designee by
11 July 31 each year.
12 NOTE: Authority cited: Section 33031, Education Code. Reference: Section 52052, Education Code.
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